BILL NO. S-89-03-10

SPECIAL ORDINANCE NO. S-61-89

AN ORDINANCE approving the awarding of Reference #872 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **GENERAL TIRE COMPANY AND McMAHON TIRE, INC.** for the City Utilities Garage.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #872 between the City of Fort Wayne, by and through its Department of Purchasing and **GENERAL TIRE COMPANY AND McMAHON TIRE, INC.** for the City Utilities Garage, respectfully for:

> the purchase of tires and tire repairs for the 1989 maintenance of the City Fleet through the City Utilities Garage;

involving a total cost of Fifty Thousand and no/100 Dollars ($50,000.00) - (General Tire - $25,000.00; McMahon Tire- $25,000.00), all as more particularly set forth in said Reference #872 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. Giaquinta
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 872 with respect to the purchase of tires and tire repairs for the City of Fort Wayne throught the City Utilities Garage for 1989. The costs reflect the lowest and most responsible vendors.

EFFECT OF PASSAGE: The CU Garage will be able to maintain the City fleet for new tires, tubes and repairs.

EFFECT OF NON-PASSAGE: Without the purchase of these tires downtime of equipment and vehicles would result in lost production and services to the citizens of Fort Wayne.

MONIES INVOLVED:	General Tire	$25,000.00 +/-
	McMahon Tire	$25,000.00 +/-

SOURCE OF FUNDING: CU Garage
702-803-G154-4234

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

REF NO.: 872

DEPT.: CU GARAGE

DATE: 03/07/89

ITEM/SERV.: TIRES/TIRE REPAIR

PURCHASING INFORMATION

ADVERTISED BID: YES

DATES ADVERTISED: 12/23/88 & 12/30/88

OPENING DATE: 1/12/89

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

NO. OF VENDORS NOTIFIED: 5

NO. OF VENDORS REQUESTING BID INFO: 5

NO. OF VENDORS RESPONDING: 4

NO. OF VENDORS DISQUALIFIED:

NO. OF VENDORS NOT RESPONDING: 1

DATE SENT TO DEPT. FOR REOMMENDATION: 01/13/89

DATE RECOMMENDATION REC'D IN PURCHASING: 1/18/89

DATE INFO SENT TO LAW DEPT.: 3/7/89

INTRODUCTION DATE: 3/14/89

DISCUSSION DATE:

PASSAGE DATE:

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT LAST YEAR: $110000.00
(IF APPLICABLE)

REFERENCE NO. 872
CU GARAGE

TIRES/TUBELESS		GENERAL TIRE		MCMAHON		WOODWARD		GOODYEAR	
7.50-16/TRACT	46	$45.13	$2,075.98	$44.29	$2,037.34	$53.03	$2,439.38	$66.84	$3,074.64
17.5-25/TREAD	10	$340.02	$3,400.20	$375.30	$3,753.00	$405.90	$4,059.00	$405.90	$4,059.00
9.50-16.5/TRACT	9	$51.13	$460.17	$56.03	$504.27	$56.60	$509.40	$63.92	$575.28
1100-22.5/TRACT	26	$115.14	$2,993.64	$167.83	$4,363.58	$158.49	$4,120.74	$158.49	$4,120.74
1100-22.5/TREAD	21	$126.95	$2,665.95	$147.20	$3,091.20	$144.91	$3,043.11	$144.91	$3,043.11
8-14.5L2/TREAD	29	$62.24	$1,804.96	$45.99	$1,333.71	$54.81	$1,589.49	$54.81	$1,589.49
P225/PURS/TREAD	283	$46.43	$13,139.69	$46.39	$13,128.37	$51.26	$14,506.58	$51.26	$14,506.58
P225/PURS/TRACT	12	$48.02	$576.24	$57.80	$693.60	$51.26	$615.12	$51.26	$615.12
TUBES FOR ABOVE									
7.50-16	50	$5.87	$293.50	$6.04	$302.00	$6.97	$348.50	$6.97	$348.50
17.5-25	5	$35.67	$178.35	$31.84	$159.20	$19.55	$97.75	$16.84	$84.20
			$27,588.68		$29,366.27		$31,329.07		$32,016.66

REFERENCE NO. 872
CU GARAGE
TIRE REPAIR SERVICE

		GENERAL TIRE		MCMAHON		WOODWARD		GOODYEAR	
REPAIR DEALERS									
TRUCK	38	$15.50	$589.00	$9.00	$342.00	$13.50	$513.00	$5.50	$209.0
VAN	36	$12.00	$432.00	$7.50	$270.00	$8.50	$306.00	$5.50	$198.0
CAR	3	$7.50	$22.50	$7.50	$22.50	$6.50	$19.50	$5.50	$16.5
REPAIR CITY									
TRUCK	111	$15.50	$1,720.50	$9.00	$999.00	$20.00	$2,220.00	$5.50	$610.5
CAR	27	$7.50	$202.50	$7.50	$202.50	$20.00	$540.00	$5.50	$148.5
REPAIR DUAL	7	$18.00	$126.00	$12.50	$87.50	$15.50	$108.50	$9.50	$66.5
SERV CALL INSIDE	58	$25.00	$1,450.00	$15.00	$870.00	$15.00	$870.00	$20.00	$1,160.0
MIN SERV CALL	7	$25.00	$175.00	$18.50	$129.50	$35.00	$245.00	$20.00	$140.0
SERV CALL HRS	7	$37.50	$262.50	$34.00	$238.00	$27.50	$192.50	$25.00	$175.0
DISMOUNT	377	$5.00	$1,885.00	$3.50	$1,319.50	$6.00	$2,262.00	$5.00	$1,885.0
MOUNT	374	$5.00	$1,870.00	$3.50	$1,309.00	$6.00	$2,244.00	$5.00	$1,870.0
REMOVE TIRE/ROT									
TRUCK	14	$14.50	$203.00	$3.50	$49.00	$10.50	$147.00	$4.00	$56.0
LABOR 15X22.5/LG	29	$25.00	$725.00	$25.50	$739.50	$25.00	$725.00	$1.00	$29.0
LABOR ON CAR	9	$6.00	$54.00	$2.00	$18.00	$6.50	$58.50	$5.00	$45.0
REPAIR UNIT/LG	3	$12.50	$37.50	$7.50	$22.50	$8.50	$25.50	$5.50	$16.5
COMPUTER BAL	31	$6.00	$186.00	$5.50	$170.50	$6.50	$201.50	$5.95	$184.4
CALCIUM	19	N/B	$0.00	$25.00	$475.00	$41.25	$783.75	$68.75	$1,306.2
			$9,940.50		$7,264.00		$11,461.75		$8,116.2

*100 LB BAG
**55 GAL DRUM
***PER CROSS SECTIONAL INCH
****55 GAL DRUM

GOODYEAR IS BIDDING $5.50 AND UP ON REPAIRS

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: January 12, 1989 BID REFERENCE # 872

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR 1989 requirements for auto, truck, tractor and construction equipment tires and tubes.

AND REQUESTED BY City Utilities Garage .

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NET/30 %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME GENERAL TIRE COMPANY

STREET ADDRESS 1701 S. Clinton Street

CITY Fort Wayne

BY Stephen P. Albertson PHONE 744-3332
REPRESENTATIVE SIGNATURE

/__/ 11. PERFORMANCE BOND. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

/XX/ 12. COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety (90) days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ N/A . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivere as follows:

PER OUR ATTACHED PRICE SCHEDULE

/__/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ N/A per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

THE FOLLOWING IS AN ADDENDUM TO BID NO. 872 AND SHOULD REPLACE PAGE PS-3 OF THAT BID.

PRICE SHEET FOR TIRES
MAJOR MANUFACTURER'S
ALL TUBELESS/CU GARAGE

TIRE SIZE	PLY SIZE	CITY'S COST PER TIRE STR) TRACTION/TREAD		CITY'S COST PER TUBE
7.50-16, TRACTION, STR TREAD	8	$ 45.13	45.00	$ 5.87
17.5-25, TRACTION, STR TREAD	12	$ 340.02	-	$ 35.67
9.50-16.5, TRACTION, STR TREAD	8	$ 51.13	51.51	$ 10.24
1100-22.5, TRACTION, STR TREAD	12	$ 115.14	126.95	$ 19.95
16.9-24, TRACTION	10	$ 201.72	-	$ 20.16
8-14.5L2, STR TREAD, HIGHWAY	12	$ —	62.24	$ 9.05
P22570R-15-4, PURSUIT	4	$ 46.43	-	$ 6.03
P22570R-15-4-SNOW, PURSUIT	4	$ 48.02	—	$ 6.03

GENERAL TIRE CO.
P.O. Box 12510
Fort Wayne, IN 46863-2510

Joe S. Musi
Retail Sales Representative

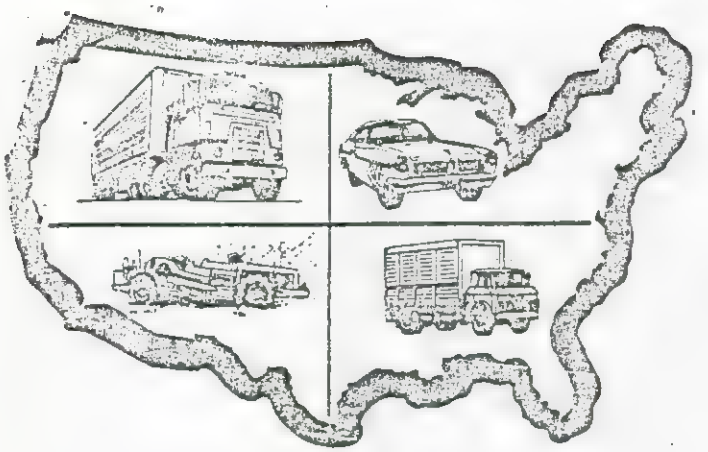
Joe S. Musi

PRICE SHEET/TIRE REPAIRS

REPAIR AT DEALERS	
TRUCK	$ 15.50
VAN	$ 12.00
CAR	$ 7.50
REPAIR ON CITY STREETS	
TRUCK	$ 15.50
VAN	$ 12.00
CAR	$ 7.50
REPAIR ON INSIDE DUAL	$ 18.00
SERVICE CALL IN CITY LIMITS	$ 25.00
SERVICE CALL OUTSIDE CITY LIMITS	$ 37.50
MILEAGE	$ .85 per mile
MINIMUM SERVICE CALL	$ 25.00
SERVICE CALL AFTER HOURS	$ 37.50
DISMOUNT TIRE FROM RIM/LG TRUCK	$ 5.00
MOUNT TIRE ON RIM/LG TRUCK	$ 5.00
REMOVE/REPLACE TIRE AS IN ROTATION	
TRUCK	$ 14.50
VAN	$ 12.00
CAR	$ 8.00
FLAT REPAIR AT DEALERS	$ See Above
LABOR ON ALL 15 X 22.5 & LARGER	$ 25.00 2.00 dismount
LABOR ON ALL CAR TIRES	$ 2.00 mount & $2.00 switch
REPAIR ON CAR TIRES W/REPAIR UNIT-LG	$ 12.50
REPAIR ON CAR TIRES W/REPAIR UNIT-SM	$ 10.00
DISMOUNT JUNK TIRES	$ 5.00 truck/$2.00 Passenger
COMPUTER BALANCE ON CAR TIRES	$ 6.00
COST PER DRUM OF CALCIUM	$ N/A-do not do

HOURS OF DEALER OPERATION 8:00 AM-5:00 PM Mon thru Fri
8:00 AM-12:00 PM Saturday

THIS PAGE MUST BE FILLED OUT AND RETURNED WITH BID



GENERAL TIRE

GOVERNMENT AND NATIONAL ACCOUNT SALES

NEWSLETTER

May 19, 1988 D-150

TO:
GENERAL TIRE
DEALERS/STORES

SUBJECT: GENERAL XP2000 A/S HR TIRES

Gentlemen:

General Tire recently announced the addition of several sizes of XP2000H tires in the new all season construction. Attached is a listing of these tires and the Net State/Federal Open Market pricing. Please insert this price list into your April 1, 1987, Net State/FOM price list. The same discounts will apply to the new all season tires as are used for the XP2000 and XP2000H.

Brochures on this tire were recently mailed out to our dealers. If you need more of these, please contact Bekki Peterhoff in Buyline at 800-321-7575.

If you have further questions regarding these new tires, please contact your zone passenger light truck specialist or give me a call at (216) 798-3837.

General Tire's XP2000,XP2000H, XP2000V, and now the XP2000A/S HR tires are gaining in the pursuit tire market, but we need you to spread the word about how great these tires are.

Sincerely,

GENERAL TIRE

Lynn Williams
Government Sales

LW/

RECEIVED
MAY 27 1988
GENERAL TIRE CO., INC.
FORT WAYNE, IN

GENERAL TIRE

NET STATE/FEDERAL OPEN MARKET PRICE LIST

XP2000 A/S HR

SIZE	SIDEWALL	PROD. CODE	PRICE
P185/70R13	OL80	0033592	73.16
P185/70R14	OL80	0033600	77.02
P205/70R14	OL90	0033622	84.83
P225/70R15	OL90	0033674	~~87.13~~ 82.81
P215/65R15	OL90	0033580	91.03
P215/60R14	OL90	0033634	88.34
P225/60R14	OL90	0033642	91.03
P215/60R15	OL90	0033650	91.65
P225/70R15	OBOO	0033164	82.81

Less 42% off
THIS PRICE LIST
CITY BIO

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of GENERAL TIRE CO. OF FORT WAYNE, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of GENERAL TIRE CO. OF FORT WAYNE, that GENERAL TIRE CO. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 4TH day of January, 1989.

GENERAL TIRE CO. OF FORT WAYNE
(Name of Bidder/Vendor)

Joe L. Musi
Retail Salesman
(Name and Title of Person Signing)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: January 4, 1989

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): General Tire Co. of Fort Wayne
   Address: P.O. Box 12510
   City/State: Fort Wayne, IN 46863
4. Telephone Number: (219) 744-3332
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Joe L. Musi
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor member, representative or agent of the firm, company, corporation or partnership represented entered into any combination, collusion or agreement with any person relative to the price to be bid anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

GENERAL TIRE CO. OF FORT WAYNE
Bidder (Firm)

Joe L. Musi
Signature of Bidder or Agent

Subscribed and sworn to before me this 5th day of January, 1989.

My Commission Expires: May 24, 1989

County of Residence: Allen

Suzanne H. Ramp
Notary Public

Suzanne H. Ramp
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: January 12, 1989 BID REFERENCE # 872

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

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AND REQUESTED BY City Utilities Garage .

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IF PAID WITHIN 30 DAYS.

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THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Mc MAHON TIRE

STREET ADDRESS 502 W. JEFFERSON

CITY FT WAYNE INDIANA

BY Patrick J. McMahon PHONE (219) 423-1619
REPRESENTATIVE SIGNATURE

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivere as follows:

AS NEEDED

/__/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

PRICE SHEET/TIRE REPAIRS

REPAIR AT DEALERS	
TRUCK	$ 9.00
VAN	$ 7.50
CAR	$ 7.50
REPAIR ON CITY STREETS	
TRUCK	$ 9.00
VAN	$ 7.50
CAR	$ 7.50
REPAIR ON INSIDE DUAL	$ 12.50
SERVICE CALL IN CITY LIMITS	$ 15.00
SERVICE CALL OUTSIDE CITY LIMITS	$ 15.00
MILEAGE	$ .20¢ PER MILE
MINIMUM SERVICE CALL	$ 18.50
SERVICE CALL AFTER HOURS	$ 34.00
DISMOUNT TIRE FROM RIM/LG TRUCK	$ 3.50
MOUNT TIRE ON RIM/LG TRUCK	$ 3.50
REMOVE/REPLACE TIRE AS IN ROTATION	
TRUCK	$ 3.50
VAN	$ 2.00
CAR	$ 2.00
FLAT REPAIR AT DEALERS	$ 9.00 TRUCK / 7.50 CAR
LABOR ON ALL 15 X 22.5 & LARGER	$ 10.50 REPAIR / $15.00 LABOR
LABOR ON ALL CAR TIRES	$ 7.50 repair / 2.00 MOUNT NO CHARGE W/PURCHS
REPAIR ON CAR TIRES W/REPAIR UNIT-LG	$ 7.50
REPAIR ON CAR TIRES W/REPAIR UNIT-SM	$ 7.50
DISMOUNT JUNK TIRES LARGE TRUCK	$ 3.50
COMPUTER BALANCE ON CAR TIRES	$ 5.50
COST PER DRUM OF CALCIUM 100 LB BAG	$ 25.00

HOURS OF DEALER OPERATION 6:00 AM TO 5 PM MONDAY THRU FRIDAY
8: AM TO NOON SATURDAY
24 HOUR SERVICE AVAILABLE

THIS PAGE MUST BE FILLED OUT AND RETURNED WITH BID

TELEPHONE DISPATCHED
TOTAL OF 3 SERVICE TRUCKS AVAILABLE

McMAHON TIRE
502 W. Jefferson
Fort Wayne, IN 46802

4201 COLDWATER RD.
FT. WAYNE, IN

1712 S. WAYNE
AUBURN, IN

January 6, 1989

City of Fort Wayne
Purchasing Department
Fort Wayne, Indiana

Re: Bid Reference #872

The purpose of this letter is to elaborate on our service bid and store hours of operation. Our truck tire center is open from 6:00 AM to 5:PM monday through Friday. Saturday hours are from 8:00 AM until noon. In addition 24 Hour service is available if needed. We now have our truck tire center in operation at W. Jefferson at Fairfield. We currently have three service trucks with three trained servicemen to handle your service needs either at our location or any place needed in the area. This will be important during your spring clean up for example. We hope this will further our efforts to be the best truck tire center in northeast Indiana.

Pat McMahon

PRICE SHEET/TIRES

SIZE	PLY	CITY'S COST PER TIRE	CITY'S COST PER TUBE
CU GARAGE			
11L-16	10	$_____	$_____
7.50-16	8	$_____	$_____
20.5-25	12	$_____	$_____
17.5-25	12	$_____	$_____
17.5-24	10	$_____	$_____
600-16	6	$_____	$_____
9.50-16.5	8	$_____	$_____
1100-22.5	12	$_____	$_____
9.00-20	12	$_____	$_____
9.00-15	14	$_____	$_____
P235R75-15	4	$_____	$_____
9.00-14.5LT	12	$_____	$_____
1000-20	12	$_____	$_____
7.50-15	12/8	$_____	$_____
16.9-28	8	$_____	$_____
14.9-24	8/10	$_____	$_____
16.9-24	8	$_____	$_____
8.00-14.5LT	12	$_____	$_____
P225R-15-4	4	$_____	$_____
P225R-15-4/SNOW	4	$_____	$_____
FIRE DEPARTMENT			
1100-20		$_____	$_____
32 X 10.50R15LT		$_____	$_____
PARK DEPARTMENT			
P195-14		$_____	$_____
P205-14		$_____	$_____
P235-15		$_____	$_____
8.00-16.5		$_____	$_____
8.75-16		$_____	$_____
8.25-20		$_____	$_____
7.50-14		$_____	$_____
7.00-15		$_____	$_____
7.60-15		$_____	$_____
G78-15LT		$_____	$_____
P225-15		$_____	$_____
7.00-18		$_____	$_____
10-16.5		$_____	$_____
9.00-20		$_____	$_____
8.75-16.5		$_____	$_____
P205-15		$_____	$_____
1.75-13		$_____	$_____
1.85-13		$_____	$_____

THIS PAGE MUST BE FILLED OUT AND RETURNED WITH BID

THE FOLLOWING IS AN ADDENDUM TO BID NO. 872 AND SHOULD REPLACE PAGE NO. PS-3 OF THAT BID.

PRICE SHEET FOR TIRES
MAJOR MANUFACTURER'S
ALL TUBELESS/CU GARAGE

TIRE SIZE	PLY SIZE	CITY'S COST PER TIRE (TRACTION)	CITY'S COST PER TIRE (STANDARD)	CITY'S COST PER TUBE
7.50-16, TRACTION, STR TREAD	8	$ 44.29	45.58	$ 6.04
17.5-25, TRACTION, STR TREAD	12	$	345.05	$ 31.84
9.50-16.5, TRACTION, STR TREAD	8	$ 56.03	56.56	$ 6.04
1100-22.5, TRACTION, STR TREAD	12	$ 167.83	147.20	$ 15.09
16.9-24, TRACTION	10	$ 303.10		$ 18.00
8-14.5L2, STR TREAD, HIGHWAY	12	$	48.42	$ 6.58
P22570R-15-4, PURSUIT	4	$	46.39	$ 4.70
P22570R-15-4-SNOW, PURSUIT	4	$ 57.80		$ 4.70

McMAHON TIRE, INC.

BID OR PROPOSAL BOND

THE Cincinnati Insurance Company

CINCINNATI, OHIO

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

McMAHON TIRE, INC., 341 West Jefferson Boulevard, Fort Wayne, Indiana 46802

as principal, and *THE CINCINNATI INSURANCE COMPANY,* a Corporation organized under the laws of the State of Ohio and licensed to do business in the State of Indiana, as surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA, DEPARTMENT OF PURCHASING
One Main Street, Fort Wayne, Indiana 46802

as obligee, in the penal sum of----------FIVE HUNDRED AND NO/100THS----($500.00)-------DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 11th day of January 19 89

WHEREAS the said principal is herewith submitting proposal for

1989 REQUIREMENTS FOR AUTO, TRUCK, TRACTOR AND
CONSTRUCTION EQUIPMENT TIRES AND TUBES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

McMAHON TIRE, INC. (L.S.)

By: Patrick J. McMahon (L.S.)

THE CINCINNATI INSURANCE COMPANY

The Cincinnati Insurance Company CORPORATE SEAL OHIO

By Donald F Campbell
Attorney-in-fact
Donald F. Campbell

S-686-(6/71)

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

H. Stanley Huff, Jr.; Donald F. Campbell and/or Jerry C. Waak

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Daniel T. McCurdy
Senior Vice President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon
HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 11th day of January 19 89

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Dunham
Secretary and Treasurer

BN-1005 (6/84)

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of McMAHON TIRE _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of McMAHON TIRE _____, that McMAHON TIRE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 4th day of January, 1989.

McMAHON TIRE.
(Name of Bidder/Vendor)

Patrick McMahon
(Name and Title of Person Signing)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: January 4 1989

1. Governmental Unit: City of Fort Wayne
2. County: Allen County
3. Bidder (Firm): McMahon Corp
   Address: 502 W Jefferson
   City/State: Fort Wayne Indiana
4. Telephone Number: (219) 423-1619
5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Patrick J McMahon
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
NET STATE & FEDERAL OPEN MARKET PRICE				8-1-88	

Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and ~~Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on~~ _____, the _____, day of _____, 19____, at _____ o'clock _____.M.,E.S.T.

DATED: 3-14-89

Nadyda Eckhoff
Deputy
~~SANDRA E. KENNEDY, CITY CLERK~~

Read the third time in full and on motion by GiaQuinta, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 3-27-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-61-89 on the 27th day of March, 19 89,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

~~SEAL~~
Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of March, 19 89, at the hour of 2:15 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 6th day of April, 19 89, at the hour of 4:15 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

BILL NO. S-89-03-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding of Reference #872 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and GENERAL TIRE COMPANY AND McMAHON TIRE, INC. for the City Utilities Garage

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (RESOLUTION) _____

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
Samuel J. Talarico			
Thomas C. Henry			

DATED: 3-27-89.

Sandra E. Kennedy
City Clerk